



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

16 November 7, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

## Los Angeles County Board of Supervisors

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First District

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Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

Christina Ghaly, M.D.  
Deputy Director, Strategic Planning

November 07, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### APPROVAL OF AMENDMENT TO CANCER SURVEILLANCE SERVICES AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### SUBJECT

Request approval of an amendment to extend the term of an existing agreement with the University of Southern California for the continued provision of cancer surveillance services at Department of Health Services facilities.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services, (Director) or his designee, to execute Amendment No. 2 to Agreement H-700786 with University of Southern California (USC), to extend the Agreement term, effective upon Board approval, for the period December 1, 2012 through June 30, 2017, for the continued provision of State mandated cancer surveillance reporting activities at LAC+USC Medical Center (LAC+USC MC), Olive View-UCLA Medical Center, and Rancho Los Amigos National Rehabilitation Center at an estimated combined cost of \$345,813 for the extension period.
2. Delegate authority to the Director, or his designee, to execute future amendments to the Agreement, to add other Department of Health Services (DHS) facilities, as needed, subject to prior approval by County Counsel and notice to the Board and Chief Executive Office.

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The State California-Health and Human Services Agency-California Department of Public Health (State) mandates hospitals to abstract cancer cases and file with the USC Cancer Surveillance Program, the State designated Cancer Registry for the County of Los Angeles (Region 9) under California Assembly Bill (AB) 136, within six months of the date of patient's first admission. Under the Agreement, USC provides a Certified Tumor Registrar to abstract cancer cases and report to the State. Approval of the recommended actions will allow the Director, or his designee, to execute an amendment, substantially similar to Exhibit I, to ensure there is no break in DHS' ability to comply with the State's mandates.

The current agreement is due to expire on November 30, 2012.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 3, Integrated Services Delivery, of the Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The cancer surveillance service is fee-for-service and reimbursement to USC is dependent on the number of completed abstracts. USC will invoice the County monthly in arrears at the rate of \$45 per completed abstract and \$55/per delinquent case.

The combined cost for the five-year extension period is estimated to be \$345,813. Attachment A provides additional details.

Funding is included in DHS' Fiscal Year 2012-13 Final Budget and will be requested for future fiscal years, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 7, 2004, the Board approved an agreement with USC through November 30, 2006, with a one-year optional renewal through November 30, 2007, for cancer surveillance services for the fourth and fifth districts.

On November 21, 2006, the Board approved Amendment No. 1 to this Agreement for the addition of the first district (inclusive of LAC+USC MC), with authority for DHS to add other County facilities, if necessary, through November 30, 2012.

The Cancer Surveillance service is not a Proposition A Agreement because the services are provided on an intermittent and as needed basis and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The Agreement may be terminated for convenience by the County upon 30 days advance written notice to the Contractor.

County Counsel has reviewed and approved Exhibit I as to form.

**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow DHS to remain in compliance with State mandated reporting of cancer cases by County hospitals

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.  
Director

MHK:gh

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

ATTACHMENT A

CANCER SURVEILLANCE SERVICES AGREEMENT

DECEMBER 1, 2012 THROUGH JUNE 30, 2017

ESTIMATED COST

<u>Facility</u>	<u>Fiscal Year (FY)</u>	<u>FY2013-14</u>	<u>FY 2014-15</u>	<u>FY2015-16</u>	<u>FY 2016-17</u>	<u>TOTAL</u>
LAC+USC Medical Center	\$19,250	\$33,000	\$33,000	\$33,000	\$33,000	\$151,250
Olive View-UCLA Medical Center	\$24,500	\$42,000	\$42,000	\$42,000	\$42,000	\$192,500
Rancho Los Amigos National Rehabilitation Center	\$ 263	\$ 450	\$ 450	\$ 450	\$ 450	\$ 2,063
Totals	\$44,013	\$75,450	\$75,450	\$75,450	\$75,450	\$345,813

**EXHIBIT I**

Contract No. H-700786-2

**CANCER SURVEILLANCE SERVICES AGREEMENT**

**AMENDMENT NO. 2**

THIS AMENDMENT is entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2012,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

UNIVERSITY OF SOUTHERN CALIFORNIA  
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "CANCER SURVEILLANCE SERVICES AGREEMENT", dated December 7, 2004 and further identified as County Agreement No. H-700786, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, Agreement will be expiring on November 30, 2012; and

WHEREAS, it is the intent of the parties hereto to extend the Agreement for five years, with the same terms and conditions, for the provision of State mandated cancer surveillance reporting activities at County DHS facilities; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective December 1, 2012.

2. Paragraph 1, TERM, Subparagraph A, shall be revised and replaced with the following language, and Subparagraph E. shall be added to the Agreement:

"1. TERM:

"A. The term of this Agreement shall commence on December 7, 2004 and remain in full force and effect through June 30, 2017.

Agreement may be terminated with or without cause at any time by either party upon the giving of at least 30 days written notice to the other party.

E. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

3. Exhibit A-1, Description of Services, shall be replaced by Exhibit A-2, as attached hereto and incorporated herein by reference.

4. Paragraph 5. PAYMENT AND BILLING shall be revised and replaced with the following language:

"5. PAYMENT AND BILLING: Payment shall be at the all-inclusive fee-for-service rate of \$45 per abstract and \$55 per case if identified as delinquent (cases that are not reported within six months of first admission), and shall be billed in accordance with Exhibit B-1, Billing and Payment, attached hereto and incorporated herein by reference. The estimated contract sum for the provision of all services pursuant to this

agreement, including any extension periods, is \$345,813 (Three Hundred Forty Five Thousand, Eight Hundred Thirteen)."

5. As of the effective date of this Amendment, Exhibit B, Billing and Payment, shall be replaced with Exhibit B-1 as attached hereto and incorporated herein by reference.

6. As of the effective date of this Amendment, Budget A shall be deleted in its entirety.

4. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

UNIVERSITY OF SOUTHERN CALIFORNIA  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF  
COUNTY COUNSEL



## EXHIBIT A-2

### DESCRIPTION OF SERVICES

LAC+USC Medical Center (LAC+USC), Olive View-UCLA Medical Center (OVMC), Rancho Los Amigos National Rehabilitation Center (Rancho), and any other Department of Health Services facilities, will provide Contractor with abstracts of cancer cases with reportable neoplasms in machine readable format as defined by the State of California - Health and Human Services Agency - California Department of Public Health (State). As required by State, and in accordance with regulations, Contractor shall file such abstracts within six (6) months of date of first admission. LAC+USC, OVMC, Rancho and any other Department of Health Services facilities as requested by County, will provide Contractor personnel with access to their individual facility records for the purpose of such cancer case identification, abstracting, and coding, as it relates to cancer surveillance services only. Such cancer case records may include, but not limited to, pathology reports (including cytology, surgical pathology, and bone marrow and autopsy reports, therapy logs, and medical records.

Contractor shall provide a Certified Tumor Registrar to do abstracts of cancer cases of specified neoplasms for each facility and report to the State, within the time frame stated above.

## EXHIBIT B-1

### BILLING AND PAYMENT

Actual reimbursement to Contractor shall depend on the number of completed abstracts.

Contractor shall invoice County monthly in arrears at the rate of \$45.00 per completed abstract. If cases are not reported within six months of first admission, USC is required by law to send their personnel to each hospital to collect delinquent cases and will invoice at the rate of \$55 per case. All invoices shall include the number of abstracts completed and time-period invoiced.

Invoices for services rendered shall be sent to:

1. LAC+USC Medical Center  
P.O. Box 861749  
Los Angeles, CA 90086
2. Olive View-UCLA Medical Center  
14445 Olive View Drive  
Sylmar, CA 91342  
Attention: Expenditure Management
3. Rancho Los Amigo National Rehabilitation Center  
7601 East Imperial Highway  
Downey, CA 90242  
Attention: Finance Department, SSA Bldg., Suite 2121